

6/16/11

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, hereinafter called "this Agreement", dated for convenience this 9th day of August, 2011 (effective retroactively to February 1, 2011 as provided below), is entered by and between the County of Fresno, a political subdivision of the State of California, hereinafter called "COUNTY", the City of Fresno, a municipal corporation, hereinafter called "CITY", the Fresno Council of Governments, a California Joint Powers Agency serving as the local Regional Transportation Planning Agency, hereinafter called "FRESNO COG", and the Fig Garden Home Owners Association, a 501(c)(3) Non-Profit Corporation, hereinafter called "FGHA"; jointly and severally (collectively referred to hereinafter as "PARTIES".)

WITNESSETH

WHEREAS, the PARTIES, with COUNTY identified as lead applicant and grant recipient, and other PARTIES identified as Sub-recipients, have applied for and received notice of award of a California Department of Transportation (hereinafter "Caltrans") Community-Based Transportation Planning Grant (hereinafter "GRANT") to undertake an Old Fig Garden Land Use and Transportation Planning Study (hereinafter "PROJECT"); and

WHEREAS, the approved PROJECT Application, attached hereto and incorporated herein as Exhibit A, identifies the cost, schedule and scope of work of the PROJECT as well as the responsibilities and local matching fund commitments of each of the PARTIES; and

WHEREAS, COUNTY, as lead applicant, has agreed to be the fiscal agent for the GRANT and entered into a Fund Transfer Agreement dated February 1, 2011 with Caltrans, attached hereto and incorporated herein as Exhibit B, for the purposes of managing and administering grant funding for the PROJECT; and

WHEREAS, the PARTIES wish to proceed with reimbursable work on the PROJECT as authorized by Caltrans and described in Exhibit A, consistent with the

1 Fund Transfer Agreement, Exhibit B hereto (Exhibits A and B are collectively hereinafter
2 the "Grant Documents").

3 NOW, THEREFORE, it is mutually agreed as follows:

4 1. The combined local match cost share responsibilities of the PARTIES
5 together shall comprise 10% (\$33,000) of the total \$330,000 PROJECT cost. Up to
6 25% of the 10% local cost share may be in in-kind services. The individual cost share
7 responsibility of the each of the PARTIES for its allocated share of the total cost of the
8 10% local match shall be as follows:

9 a. COUNTY: 28.28%, i.e., \$9,334, of which up to \$2,750 may be in-kind
10 services documented and acceptable to Caltrans.

11 b. CITY: 28.28%, i.e., \$9,333, of which up to \$2,750 may be in-kind services
12 documented and acceptable to Caltrans.

13 c. FGHA: 28.28%, i.e., \$9,333, of which up to \$2,750 may be in-kind services
14 documented and acceptable to Caltrans.

15 d. FRESNO COG, 15.15%, not to exceed \$5,000.

16 2. In order to provide for operational and administrative flexibility, that portion
17 of Exhibit "A which includes the Scope of Work and PROJECT Timeline, which define
18 responsibilities of the PARTIES, may be modified from time to time by mutual written
19 agreement of all PARTIES, and such modification may be approved and executed on
20 that PARTY's behalf by the designated representative of that PARTY listed to receive
21 notice in Section 14, provided that such modifications: are acceptable to Caltrans; do
22 not change the local match cost share of those PARTIES or any of the other PARTIES
23 hereto; and serve to implement the intent of the PROJECT as awarded;

24 3. COUNTY shall provide all of the financial services necessary for receipt
25 and distribution of GRANT funds to the PARTIES following expenditure, as appropriate,
26 management of proportionate cost responsibilities, and compliance with the Caltrans
27 Fund Transfer Agreement (Exhibit B), consistent herewith, and including but not limited
28 to:

- 1 a. Maintain all financial records pertaining to the PROJECT, and
- 2 b. Accept any/all local match lump sum payments from FRESNO COG and
- 3 FHGA; and
- 4 c. Provide all necessary periodic and final financial reports to Caltrans; and
- 5 d. Contingent upon receipt of sufficiently complete invoices from the
- 6 PARTIES consistent with the work and cost shares identified in Exhibit A
- 7 (or as modified by mutual consent in accordance with Section 2 above),
- 8 invoice Caltrans for reimbursement, at minimum on a quarterly basis, or
- 9 more frequently at the COUNTY's discretion; and
- 10 e. Following receipt of payment from Caltrans for invoiced PROJECT work,
- 11 reimburse PARTIES consistent with expenditures and cost shares as
- 12 needed within 45 days of such receipt; and
- 13 f. Conduct any final reconciliation of invoices and payments to insure all
- 14 PARTIES contributed their proportionate financial share, whether cash or
- 15 in-kind services, and are reimbursed consistent with the proportional
- 16 shares identified in Section 1, above, and for other authorized PROJECT
- 17 costs paid by PARTIES and consistent with the Grant Documents (or as
- 18 modified by mutual consent in accordance with Section 2 above); and
- 19 g. Conduct any close-out financial reporting to Caltrans; and
- 20 h. Maintain PROJECT financial records as may be required for audit
- 21 purposes.
- 22 4. CITY shall conduct all of the PROJECT management services necessary
- 23 to complete the PROJECT, including as necessary to select and secure (a)
- 24 contractor/consultant contract(s) for performance of PROJECT work and services,
- 25 consistent herewith (or as modified by mutual consent in accordance with Section 2
- 26 above); CITY shall provide invoices documenting CITY costs for PROJECT services
- 27 performed by CITY and its consultants, contractors, or staff, as necessary. Upon
- 28 request of COUNTY, CITY will provide such additional information as is both
- appropriate and reasonably available, in order to substantiate such invoices.

1 5. FGHA and FRESNO COG shall, within 60 days of execution of this
2 Agreement by all PARTIES, deposit to COUNTY a payment equal to their anticipated
3 cash local match share, as identified in Section 1. These payments will be credited to
4 FGHA and FRESNO COG respectively and used to pay the local matching share of
5 PROJECT obligations. Any of the funds on deposit not required as a share of the local
6 match requirement following close-out of the PROJECT shall be returned to FGHA or
7 FRESNO COG in proportion to their local matching share.

8 6. All PARTIES shall submit to COUNTY invoices documenting eligible
9 PROJECT costs, which to the extent provided in Section 1 may include in-kind services
10 performed by any of the PARTIES and other PROJECT costs properly attributable as a
11 local matching share of the PROJECT. Such costs may include: authorized consultant
12 or contractor invoiced charges, supplies, staff time, including salaries, benefits, and
13 overhead; time and materials contributed by PARTIES, and other direct allowable
14 PROJECT costs. Submittals may be monthly but no less often than quarterly. Upon
15 request of COUNTY, PARTIES will provide additional information to substantiate such
16 invoices as may exist and be reasonably provided.

17 7. This Agreement is entered pursuant to the Grant Documents and in the
18 event of any conflict between the body of this Agreement and the Grant Documents, the
19 Grant Documents shall control and take precedence. It is expressly understood and
20 hereby acknowledged that expenditures undertaken by any PARTIES that exceed
21 amounts as documented in the Grant Documents (or as mutually modified in
22 accordance with Section 2 above), shall be at the risk of those PARTIES who made the
23 financial commitment or expended funds.

24 8. All PARTIES understand the obligations and time lines of the PROJECT
25 grant and shall endeavor to perform their respective activities under this AGREEMENT
26 in a timely manner to the extent reasonably possible to ensure PROJECT completion by
27 February 28, 2013.

28 9. The term of this Agreement shall be through completion of the GRANT

1 funded PROJECT, including final invoices received and processed, final GRANT funds
2 received, and final reconciliation of costs and payments made by COUNTY and GRANT
3 closeout, at which point the Agreement will be considered terminated, except for any
4 obligations expressly surviving,

5 10. This AGREEMENT shall be binding upon each PARTY upon its execution
6 hereof, and shall be deemed effective, retroactive to February 1, 2011 (hereinafter the
7 "Effective Date"), once it is fully executed by all PARTIES. Such retroactive effect is
8 consistent with the understanding of the PARTIES hereto that the work performed by
9 the COUNTY to prepare this Agreement is a reimbursable expense under the
10 PROJECT Grant Documents and shall be paid pursuant to this Agreement,
11 notwithstanding that such work necessarily shall have occurred prior to the date of any
12 of the PARTIES' formal approval of this Agreement, but after the Effective Date of
13 February 1, 2011, and the PARTIES hereby ratify all such work. Similarly, work by
14 other PARTIES undertaken and performed prior to the date of formal approval of this
15 Agreement but retroactive to the Effective Date of February 1, 2011, in furtherance of
16 the initiation of PROJECT activities and to the extent consistent with the GRANT
17 Documents and the provisions of this Agreement, likewise may be invoiced and paid
18 pursuant to this Agreement, and the PARTIES hereby ratify all such work.

19 11. Each PARTY shall indemnify and defend each of the other PARTIES and
20 hold them and their respective Council, Board of Supervisors, Policy Board, Board of
21 Directors, officers, employees, agents, and authorized volunteers, free and harmless
22 from and against any and all claims, lawsuits, judgments, costs, expenses and
23 attorneys' fees for injury to persons, damage to property, economic loss, or other
24 damages, to the extent arising from any actual or alleged negligent or intentional act or
25 omission, or willful misconduct, by any PARTY or their respective Council, Board of
26 Supervisors, Policy Board, Board of Directors, officers, employees, agents, authorized
27 volunteers, consultants, subconsultants, contractors or subcontractors in connection
28 with or in any way attributable to this Agreement.

This section shall survive termination or expiration of this Agreement.

12. Without limiting the indemnification of each PARTY as stated hereinabove, it is understood and agreed that the PARTIES shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this Agreement. Coverage shall be provided for general liability and automobile liability exposure by all PARTIES, and professional liability and workers' compensation exposure by COUNTY, CITY, and COG, and by FGHA in the event that professional or staff services may be provided by FGHA in furtherance of the PROJECT. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of any PARTY under this Agreement.

13. Any notice or demand to be given to any PARTY herein pursuant to the terms of this Agreement or by law shall be deemed to be fully given or made two (2) days after being sent by first class mail, postage prepaid, and addressed as follows:

COUNTY: c/o Director of Public Works and Planning
Alan Weaver (Att'n: Daniel Gibbs)
County of Fresno
2220 Tulare Street, Suite 600
Fresno, CA 93721

CITY: c/o Karana Hattersley-Drayton
Historic Preservation Project Manager
City of Fresno Development and
Resource Management Department
2600 Fresno Street
Fresno CA 93721

FRESNO COG: c/o Tony Boren Executive Director
Fresno Council of Governments
2035 Tulare Street, Suite 201

Fresno, CA 93721

FGHA:

c/o Louise Yenovkian

Fig Garden Homeowners Association

c/o Wild Carter & Tipton

246 W. Shaw Avenue

Fresno, CA 93704

14. In the event that any provision of this Agreement is held or deemed to be invalid, then this Agreement shall be construed as not containing such provision(s), and all other provisions which are otherwise lawful shall remain in full force and effect, and to that end the provisions of this Agreement are hereby declared to be severable.

15. Any matters of this Agreement may be modified from time to time by the written consent of all PARTIES without, in any way, affecting the remainder. Except to any limited extent provided in Section 2 above, any such modification shall require a formal written amendment hereto, approved by each of the PARTIES and acceptable to Caltrans, in the same procedural manner followed with respect to approval of this Agreement.

16. This Agreement may be executed in counterparts, and it is contemplated that each PARTY shall execute a sufficient number of original counterparts to allow an original to be provided to each other PARTY. Each executed counterpart shall be deemed an original, all of which together shall be deemed to constitute a single executed AGREEMENT.

17. No PARTY shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other PARTIES and Caltrans.

18. Each PARTY acknowledges that it has read and fully understands the content of this Agreement. This Agreement and the Grant Documents incorporated herein represent the entire and integrated agreement between the PARTIES with

1 respect to the subject matter hereof and supersedes all prior negotiations,
2 representations or agreements, either written or oral.

3 IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be
4 executed as of the day and year first above written.

5 CITY OF FRESNO

COUNTY OF FRESNO

6
7 BY: _____
8 MARK SCOTT, CITY MANAGER

BY: Phil Larson
PHIL LARSON, CHAIRMAN
BOARD OF SUPERVISORS

AUG 09 2011

9 APPROVED AS TO LEGAL FORM:
10 CITY ATTORNEY

ATTEST:
BERNICE E. SEIDEL,
CLERK, BOARD OF SUPERVISORS

11 BY: _____

12 BY: Shirley Evans, Rep

13 FRESNO COUNCIL OF GOVERNMENTS

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL

14
15 BY: _____
16 TONY BOREN, EXECUTIVE DIRECTOR

BY: Mike
DEPUTY

17
18 FIG GARDEN HOMEOWNERS
19 ASSOCIATION

APPROVED AS TO ACCOUNTING
FORM

20 BY: _____

21 BY: Vicki Crow
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

22 ATTEST:
23 REBECCA E. KLISCH
City Clerk

REVIEWED AND RECOMMENDED
FOR APPROVAL:

24
25 BY: _____
26 DEPUTY

BY: Alan Weaver
ALAN WEAVER, DIRECTOR,
DEPARTMENT OF PUBLIC
WORKS AND PLANNING

27 FUND 0010 SUBCLASS 1100V
Org 4510
28 Acct. No. 7295

1 respect to the subject matter hereof and supersedes all prior negotiations,
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5 CITY OF FRESNO

COUNTY OF FRESNO

6
7 BY: Mark Scott
8 MARK SCOTT, CITY MANAGER

BY: _____
PHIL LARSON, CHAIRMAN
BOARD OF SUPERVISORS

9 APPROVED AS TO LEGAL FORM:
10 CITY ATTORNEY

ATTEST:
BERNICE E. SEIDEL,
CLERK, BOARD OF SUPERVISORS

11
12 BY: R. Layle 7-25-11

BY: _____

13
14 FRESNO COUNCIL OF GOVERNMENTS

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL

15
16 BY: _____
17 TONY BOREN, EXECUTIVE DIRECTOR

BY: _____
DEPUTY

18
19 FIG GARDEN HOMEOWNERS
ASSOCIATION

APPROVED AS TO ACCOUNTING
FORM

20
21 BY: _____

BY: _____
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

22
23 ATTEST:
24 REBECCA E. KLISCH
25 City Clerk

REVIEWED AND RECOMMENDED
FOR APPROVAL:

26
27 By: Cindy Bruer 7/28/11
28 DEPUTY

BY: _____
ALAN WEAVER, DIRECTOR,
DEPARTMENT OF PUBLIC
WORKS AND PLANNING

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5 CITY OF FRESNO

COUNTY OF FRESNO

7 BY: _____
8 MARK SCOTT, CITY MANAGER

BY: _____
PHIL LARSON, CHAIRMAN
BOARD OF SUPERVISORS

9 APPROVED AS TO LEGAL FORM:
10 CITY ATTORNEY

ATTEST:
BERNICE E. SEIDEL,
CLERK, BOARD OF SUPERVISORS

11
12 BY: _____

BY: _____

13
14 FRESNO COUNCIL OF GOVERNMENTS

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL

15
16 BY: _____
17 TONY BOREN, EXECUTIVE DIRECTOR

BY: _____
DEPUTY

18
19 FIG GARDEN HOMEOWNERS
ASSOCIATION

APPROVED AS TO ACCOUNTING
FORM

20
21 BY: Louise A. Yenovkian
22 LOUISE A. YENOVKIAN, FGHA

BY: _____
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

23
24 ATTEST:
REBECCA E. KLISCH
25 City Clerk

REVIEWED AND RECOMMENDED
FOR APPROVAL:

26
27 By: _____
DEPUTY

BY: _____
ALAN WEAVER, DIRECTOR,
DEPARTMENT OF PUBLIC
WORKS AND PLANNING

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5 CITY OF FRESNO

COUNTY OF FRESNO

6
7 BY: _____
8 MARK SCOTT, CITY MANAGER

BY: _____
PHIL LARSON, CHAIRMAN
BOARD OF SUPERVISORS

9 APPROVED AS TO LEGAL FORM:
10 CITY ATTORNEY

ATTEST:
BERNICE E. SEIDEL,
CLERK, BOARD OF SUPERVISORS

11
12 BY: _____

BY: _____

13
14 FRESNO COUNCIL OF GOVERNMENTS

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL

15
16 BY: Tony Boren
17 TONY BOREN, EXECUTIVE DIRECTOR

BY: _____
DEPUTY

18
19 FIG GARDEN HOMEOWNERS
ASSOCIATION

APPROVED AS TO ACCOUNTING
FORM

20
21 BY: Louise A. Yenovkian
22 LOUISE A. YENOVKIAN, FGHA

BY: _____
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

23
24 ATTEST:
REBECCA E. KLISCH
25 City Clerk

REVIEWED AND RECOMMENDED
FOR APPROVAL:

26
27 By: _____
DEPUTY

BY: _____
ALAN WEAVER, DIRECTOR,
DEPARTMENT OF PUBLIC
WORKS AND PLANNING



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO. 1 A
COUNCIL MEETING 06/16/11

June 16, 2011

FROM: MARK SCOTT, Interim Director
Development and Resource Management Department

THROUGH: KEITH BERGTHOLD, Assistant Director
Development and Resource Management Department

CRAIG SCHARTON, Assistant Director
Development and Resource Management Department

BY: KARANA HATTERSLEY-DRAYTON
Historic Preservation Project Manager

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION AS A SUB-RECIPIENT OF A \$297,000 GRANT FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) WITH THE COUNTY OF FRESNO, THE COUNCIL OF FRESNO COUNTY GOVERNMENTS AND THE FIG GARDEN HOMEOWNERS ASSOCIATION FOR THE OLD FIG GARDEN COMMUNITY TRANSPORTATION AND LAND USE PLAN (PROJECT)

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

RECOMMENDATION

Staff recommends that the Council approve the participation of the City of Fresno as a sub-recipient of a \$297,000 grant from the California Department of Transportation (Caltrans) for the "Old Fig Garden Community Transportation and Land Use Plan." Partners in this public/private planning process include the County of Fresno, which will serve as the fiscal agent, the Council of Fresno County Governments and the Fig Garden Homeowners Association. The City will serve as the Project Manager. The PROJECT work will be completed by December 2013.

The PROJECT will culminate in a land use and transportation plan that promotes appropriate transitions between the rural County enclave of Fig Garden with adjacent city and state transportation corridors including proposed Bus Rapid Transit (BRT) corridors as proposed in the Public Transportation Infrastructure Study (PTIS) along Blackstone and Shaw Avenues. Additionally, the Plan will address traffic calming, bike and walking trails, context sensitive development, and provide Alternative Public Improvement Standards for streets within the project area. The grant will also fund preparation of a historic context and architectural history of the neighborhood as well as a tree inventory of the area's urban forest. The project footprint includes not only the County island of Old Fig but also CITY neighborhoods within District 7 and District 1 which include pockets of extreme poverty which have environmental justice issues.

Staff also recommends that the City Council authorize the Director of the Development and Resource Management Department or his designated representative as agent of the City of Fresno to execute and submit all documents, including but not limited to agreements, amendments and payment requests which may be necessary to carry out the purpose specified in the applications and the project described herein, all subject to prior approval as to form by the City Attorney's Office.

EXECUTIVE SUMMARY

Old Fig Garden is a county island within the north-central section of the Fresno-Clovis Metropolitan Area. The community was developed beginning in 1915 on 12,000 acres of land subdivided by J.C. Forkner as small garden farms of 10-40 acres. The Island includes a diversity of building types from the architect-designed homes along Van Ness Avenue to adobe and stucco cottages on the side streets. Old Fig is a mecca not only during December, when 175,000 people visit Christmas Tree Lane, but also serves the Fresno community as a place to walk and bike. Over recent years this rather pastoral way of life has been threatened by increasing traffic through the neighborhood (particularly along Ashlan Avenue) but also due to the rapidly urbanizing arterial streets of Blackstone Avenue, Shaw Avenue and Shields Avenue. In 2009 Caltrans staff approached the Fig Garden Homeowners Association about the possibility of applying for a grant through the agency's Community-Based Transportation Planning program in order to address transportation and environmental concerns. In turn, the Homeowners approached both the County and the City of Fresno which has led to this first collaborative partnership among the three parties. On March 24, 2009 the City Council adopted a resolution approving the City's participation in the grant process. The 2009 application to CALTRANS for funding was not approved in 2009, but was revised and resubmitted in 2010, with the addition of the Fresno COG as a partner and sub-recipient. On March 16, 2011, CALTRANS officially awarded the County of Fresno and its co-recipients a grant of \$297,000.

The intent of this grant is to craft a Plan for the neighborhood that aggressively addresses the tension between the transportation and commercial needs of the City's urban commercial corridors which surround this rural neighborhood, while preserving and celebrating the historic character of this County island. Due to transportation concerns and land use transitions which affect the greater area, the project footprint includes City neighborhoods immediately adjacent to "Old Fig," (District 1 and District 7) and which were in fact part of the original Forkner Fig Garden Subdivision. Technical studies for the project will include traffic (with recommendations for traffic calming), design review standards, enhanced bike and walking trails, a tree inventory of the urban forest and a historic survey of Old Fig. Safety issues are an immediate concern for all residents within the target area and designation of enhanced safe routes to area schools will be one important product of this project. A series of community charettes will allow all stakeholders and residents a voice in this planning process.

A Steering Committee composed of County and City staff, a COG representative and three members of the Board of Directors of the Fig Garden Homeowners Association meet regularly to discuss and oversee the Project. The County of Fresno as lead applicant for the PROJECT is serving as the fiscal agent for the grant and the City of Fresno is providing Project Management. A four-party Agreement which details the fiscal and project responsibilities of each of the four agencies has been prepared by the County and is currently being reviewed by the City Attorney's office. In addition to the overall tasks associated with Project Management, City staff is preparing the historic context report which will include a history of the area, an inventory of architectural styles, architects and builders with chapters on the development of the canals, adobe construction and gardens.

Staff is also preparing an RFP/RFQ, in consultation with the Steering Committee, for a consultant or consultants to organize the outreach and stakeholder meetings, provide the fieldwork and final technical studies for the transportation planning segments of the project, and prepare a tree inventory of the Old Fig neighborhood which will document the original planting scheme by J.C. Forkner and detail the current health of the tree canopy. The Project Manager has contacted City department staff to ascertain whether any City divisions have the staff resources to work on this project, prior to issuing the RFP for a Not-To-Exceed budget of \$260,000.

The total budget for the PROJECT is \$330,000 which includes the \$297,000 cash grant. The Community-Based Transportation Planning Grant requires a 10% match, of which up to 25% may be in-kind contributions. The individual cost share for each of the four parties is as follows: County of Fresno, not to exceed \$9,334 of which \$2,750 may be in-kind services; City of Fresno 28.28% not to exceed \$9,333 of which \$2,750 may be in-kind services; Fig Garden Homeowners Association 28.28% not to exceed \$9,333 of which \$2,750 may be in-kind services and the Fresno COG, 15.15% not to exceed \$5,000.

FISCAL IMPACT

The City will be required to offset the grant with \$6,583 in cash which will come from CDBG funds through the City's Historic Preservation budget. However, at least \$45,000 in grant funds will be earned from the Project for Project Management and the preparation of the historic context report.

Attachments: Exhibit A - Council Resolution Approving Participation as Co-Recipient.
Exhibit B - Copy, "Old Fig Garden Community and Land Use Plan" grant.